



PUBLIC
HEALTH
FOUNDATION
OF INDIA

**Atal Bihari Vajpayee Institute of Good Governance and
Policy Analysis, Bhopal
(AIGGPA, Government of Madhya Pradesh)**

AND

**Public Health Foundation of India (PHFI)
New Delhi**



MEMORANDUM OF UNDERSTANDING

For Technical Collaboration

By & Between

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This Memorandum of Understanding is executed on this Saturday of June 29, 2019 (hereinafter referred as "the Execution Date") by and between

Atal Bihari Vajpayee Institute of Good Governance and Policy Analysis, Bhopal (AIGGPA, Government of Madhya Pradesh) an autonomous institute set up by the Government of Madhya Pradesh, represented by Director General and having its office at Sushasan Bhawan, Bhadbhada Chauraha, Bhopal 462003, India (which expression shall unless be repugnant to context or meaning thereof shall mean and include its successors and assigns)

AND

Public Health Foundation of India, (hereinafter to be referred as 'PHFI') a society registered under the Societies Registration Act, 1860 having its registered office at Unit No. 316, 3rd Floor, Rectangle-1 building, Plot No, D-4, District Centre, Saket, New Delhi – 110017, India, (which expression shall unless be repugnant to context or meaning thereof shall mean and include its successors and assigns)

AIGGPA and PHFI shall be collectively known as 'Parties' and individually known as 'Party'.

Background

1. **Atal Bihari Vajpayee Institute of Good Governance and Policy Analysis** came into existence in May 2014 in succession to the School of Good Governance and Policy Analysis established in September 2007. The Institute's Governing Council is presided over by the Chief Minister of Madhya Pradesh. The Director General is its administrative and operational head. The Institute plays a leading role in bringing in quality inputs for good governance and the delivery of public services in Madhya Pradesh.
2. **Public Health Foundation of India (PHFI)** is a response to redress the limited institutional capacity in India for strengthening training, research and policy development in the area of Public Health. It is a public private initiative that was collaboratively evolved through consultations with multiple constituencies including Indian and international academia, state and central governments in India, multi & bilateral agencies and civil society groups in India. Today, the initiative enjoys substantial support in India and internationally.
3. The parties intend to sign this MoU, for the purpose of common objectives as given below.

NOW THEREFORE IT IS AGREED BY AND AMONGST THE PARTIES AS UNDER: —

1. COMMON OBJECTIVES

The MoU shall facilitate the parties to address, inter alia, the following needs of the health sector in general and the Department of Health and Family Welfare, Government of Madhya Pradesh, in particular:

- i. Expanding and enriching the institutional capacity of the Health and Family Welfare Department.
- ii. Augmenting the capacities of the department's personnel in the management of programmes and institutions.
- iii. Process and procedural reforms in the delivery of health services.
- iv. Research, studies and evaluation of projects.

2. FURTHER ACTS & ASSURANCES

Each of the parties agree to execute and deliver all such further instruments and to be performed all such further acts as shall be necessary and required to carry out the provisions of this MOU and to consummate the transactions contemplated hereby.

3. TERM AND TERMINATION

This MoU shall come into effect upon signatures of both parties on the date set forth below and will remain in force for three (3) years until either party wishes to withdraw by giving a notice of one (1) months in writing (hereinafter referred as "the effective date"). In the absence of any notice for withdrawal, the MOU shall stand extended for another period of two years.

4. FINANCIAL CONSIDERATIONS

This MoU is a Non-Financial document. If in future funding is required, parties will individually or jointly explore such funding opportunities and separate financial agreements will be signed by the parties for the same.

5. CONFIDENTIALITY

During the tenure of the MOU, both the parties agree to respect confidentiality of any work or material provided in confidence. Both the parties would seek each other's permission before assigning any intellectual property rights to a third party.

6. FORCE MAJEURE

If during the tenure of the MOU any joint program is delayed due to reason of Force Majeure nature such as acts of God, acts of public enemy, acts of government, fire, flood, strike, epidemic and civil commotion, the extension of the joint programs would be mutually decided.

7. LIABILITY

Both organizations carry their own individual liabilities/insurances to cover any claim of personal loss arising out of the joint programs or activities.

8. AMENDMENTS

8.1. Either Party may request in writing for a revision, amendment or modification of all or any part of this MOU.

8.2. Any revision, amendment or modification agreed to between the Parties shall be in writing and shall come into force on such date as determined by the Parties and shall form part of this MOU.

9. CONFLICT OF INTEREST

The Parties warrant that this MoU is not likely to have any conflict of interest with any of their organizational, financial, contractual or other interests relating to the work under this MoU.

10. INTELLECTUAL PROPERTY RIGHTS

All work done by the Parties jointly under this MoU and all materials developed shall be considered as being specially created, developed, produced by the Parties for the sole purpose of this MoU only. It is expressly agreed that the Parties shall have joint ownership rights over all intellectual property of work and materials developed, produced or created during the course of this MoU. This clause shall remain valid even after the termination or expiry of this MoU.

11. CONFIDENTIALITY

Each Party shall preserve, keep strictly confidential and shall not disclose to any person any Confidential Information, except to the extent that such disclosure is necessary in connection with the performance of the terms and conditions of this Agreement or, to the extent required by applicable laws or court or administrative order. The provisions of this Section shall remain in full force and effect for a period of three (3) years from the expiration or termination of this Agreement.

12. Notices:

All notices given under this MOU must be in writing. A notice is effective upon receipt and shall be sent via one of the following methods: delivery in person, overnight courier service, certified or registered mail, postage prepaid, return receipt requested, addressed to the Party to be notified at the below address or email:

[AIGGPA, Government of Madhya Pradesh]

[Name of Contact Person and Title]

Madan Mohan Upadhyay, Principal Advisor,

Atal Bihari Vajpayee Institute of Good Governance and Policy Analysis,

Sushasan Bhawan, Bhadbhada Chauraha, Bhopal 462003

[PHFI]

[Name of Contact Person and Title]

Dr. Lipika Nanda, Vice President, Multisectoral Planning in Public Health,

Public Health Foundation of India , Unit No. 316, 3rd Floor, Rectangle-1 building,

Plot No, D-4, District Centre, Saket, New Delhi -110017, India,

[Email ID] lnanda@iipbh.org

13. GOVERNING LAWS & JURISDICTION

This Agreement shall be governed by, and construed in accordance with the laws of India. Further, the Parties agree that the competent courts at Bhopal only shall have jurisdiction on all matters relating to this Agreement including for grant of injunctive relief and enforcement of arbitral awards.

14. SCHEDULE OF WORK TO BE TAKEN UP : The schedule I (enclosed) specifies the first tranche on which work shall commence. As we go along, to this list more mutually agreed projects shall be added.

15. This MoU shall be signed in 2 (two) counterparts, each signed originally by both the parties.

Signature and seal of the parties

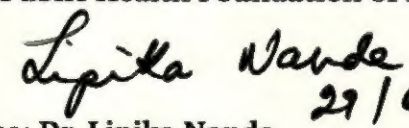
**For Atal Bihari Vajpayee Institute of
Good Governance and Policy
Analysis, Bhopal**


Name: **R. Parasuram**

Designation: **Director General**

Date: **June 29, 2019**

For Public Health Foundation of India


Name: **Dr. Lipika Nanda** 29/6/2019

Designation: **Vice-president**

Date: **June 29, 2019**

SCHEDULE 1

SCHEDULE OF WORK TO BE TAKEN UP

1. Developing a Communication Strategy & Materials for improving the health literacy of communities and delivery of services in Sagar Division, Madhya Pradesh.
2. A roadmap for Improving the Health of Tribal Women in 89 tribal development blocks in Madhya Pradesh
3. Situational Analysis of state Institute of health and family welfare training (SIHFW) Gwalior in Madhya Pradesh.



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